



**CITY OF NOVI CITY COUNCIL  
DECEMBER 19, 2022**

**SUBJECT:** Acceptance of an Open Space Preservation Easement from Singh Development, LLC as a part of JSP18-76, Scenic Pines Estates, located on the south side of Pembine Drive, south of South Lake Drive and east of West Lake Drive in Section 3 of the City.

**SUBMITTING DEPARTMENT:** Community Development, Planning

**BACKGROUND INFORMATION:**

The applicant is seeking site plan approval of a 9.44-acre site condominium development with 25 single-family detached homes utilizing the One-family Cluster Option. Approximately 53% of existing wetlands and woodlands on subject property are proposed to be preserved in order to develop a cluster option. On May 20, 2020, the Planning Commission approved the Final Site Plan with One-Family Clustering Option, Site Condominium, Special Land Use, Wetland Permit, Woodland Permit, and Stormwater Management Plan on May 20, 2020. Administrative approval of the Final Stamping Sets is pending.

The applicant is offering an Open Space Preservation Easement for the purpose of preserving wetland areas, woodland areas, and woodland replacement trees. The easement area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by the City. The preservation easement plan, shown as Exhibit B of the easement document, graphically depicts the areas being preserved. The proposed conservation area is approximately 5.39 acres.

The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

**RECOMMENDED ACTION:**

Acceptance of an Open Space Preservation Easement from Singh Development, LLC as a part of JSP18-76, Scenic Pines Estates, located on the south side of Pembine Drive, south of South Lake Drive and east of West Lake Drive in Section 3 of the City.

**LOCATION MAP WITH EASEMENT AREAS**





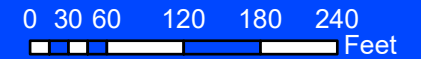
# JSP 18-76 Scenic Pines Estates

## OPEN SPACE PRESERVATION EASEMENT



### Legend

-  Subject Property
-  Open Space Preservation Easement



1 inch = 150 feet



### City of Novi

Dept. of Community Development  
City Hall / Civic Center  
45175 W Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org

Map Author: James Hill  
Date: 11/30/2022  
Project: Scenic Pines Estates  
Version #: 1

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

**EXECUTED CONSERVATION EASEMENT**



### **OPEN SPACE PRESERVATION EASEMENT**

**THIS OPEN SPACE PRESERVATION EASEMENT** ("Easement") made this \_\_ day of \_\_\_\_, 2022, by and between **SCENIC PINES SINGH, LLC**, a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, MI 48322 (hereinafter the "Grantor"), and the **CITY OF NOVI**, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee").

#### **RECITATIONS:**

Grantor owns a certain parcel of land situated in Section 3 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a development on the Property, subject to provision of an appropriate easement to permanently protect the remaining wetland areas, woodland areas and/or woodland replacement trees located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

The Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof, the pages two and three of which contain a drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which is hereby acknowledged, Grantor hereby reserves, conveys and grants the following Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act, being MCL 324.2140, et seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Easement is to protect the remaining wetland areas, woodland areas and/or woodland replacement trees as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of remaining wetland areas, woodland areas and/or woodland replacement trees and/or vegetation within the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area.
3. No grass or other vegetation shall be planted in the Easement Areas after the date of this Easement with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.
4. This Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of the Easement.
5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Easement, and/or in the event of a failure to preserve, replace and/or maintain the remaining wetland areas, woodland areas and/or woodland replacement trees in reasonable order and condition, in accordance with the final approved site plan for the Property, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. The notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation to enter upon the Property, or cause its agents or contractors to enter upon the Property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots on the Property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.
6. Within 90 days after the Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein.
7. This Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA

7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

- 8. Grantor shall state, acknowledge and/or disclose the existence of this Easement as of the day and year first above set forth.

**GRANTOR:**

SCENIC PINES SINGH, LLC, a Michigan limited liability company

*[Handwritten Signature]*  
By: LUSHMAN S. GREWAL  
Its: MGR.

STATE OF MICHIGAN        )  
                                          )ss.  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of NOVEMBER, 2022, by LUSHMAN S. GREWAL, as the MANAGER of SCENIC PINES SINGH, LLC, a Michigan limited liability company, on behalf of the company.

*[Handwritten Signature]*  
LAWRENCE A. GOULETTE, Notary Public  
State of Michigan, County of WAYNE  
My Commission Expires: OCTOBER 4, 2025  
ACTING IN OAKLAND COUNTY

LAWRENCE A GOULETTE  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires Oct. 4, 2025  
Acting in the County of OAKLAND

**GRANTEE:**

**CITY OF NOVI, A Municipal Corporation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN                    )  
                                                  ) ss.  
COUNTY OF OAKLAND                )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as the \_\_\_\_\_ of the City of Novi, on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

<p><b><u>Drafted By:</u></b> Elizabeth K. Saarela, Esquire Johnson, Rosati, Schultz &amp; Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331</p>	<p><b><u>After Recording, Return to:</u></b> Maryanne Cornelius, Clerk City of Novi 45175 Ten Mile Road Novi, Michigan 48375</p>
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**EXHIBIT A**

PART OF SOUTHWEST 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3; THENCE S87°55'47"W, ALONG THE SOUTH LINE OF SAID SECTION 3, 642.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE OF SECTION 3, S87°55'47"W 637.25 FEET; THENCE N02°42'10"W 636.73 FEET; THENCE S87°17'50"W 150.00 FEET; THENCE N02°42'10"W 150.00 FEET; THENCE N87°17'50"E 150.00 FEET; THENCE N02°42'10"W 49.76 FEET TO THE SOUTHWEST CORNER OF "LAKEWOODS", A PLATTED SUBDIVISION AS RECORDED IN LIBER 49, PAGE 20, OAKLAND COUNTY RECORDS; THENCE S79°05'29"E, ALONG THE SOUTH LINE OF PEMBINE STREET (IN PART), 367.64 FEET; THENCE S11°16'59"W 225.48 FEET; THENCE S34°12'58"E 230.00 FEET; THENCE N56°26'09"E 250.44 FEET TO A POINT ON THE WEST LINE OF "SOUTHPOINTE", OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 687; THENCE S02°36'17"E, ALONG THE WEST LINE OF SAID "SOUTHPOINTE", 470.60 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 9.44 ACRES OF LAND.

EXHIBIT "A"

SCENIC PINES ESTATES CONDOMINIUM  
LEGAL DESCRIPTION

LEGAL DESCRIPTIONS AS PROVIDED

THE LAND REFERRED TO IN THIS COMMITMENT, SITUATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PARCEL 1 (TAX I.D. #22-03-378-010):

PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT LOCATED DISTANT SOUTH 78 DEGREES 42 MINUTES 10 SECONDS EAST 267.73 FEET FROM SOUTHWEST CORNER OF "LAKEWOODS SUBDIVISION"; THENCE SOUTH 78 DEGREES 42 MINUTES 19 SECONDS EAST, 100.00 FEET; THENCE SOUTH 11 DEGREES 17 MINUTES 41 SECONDS WEST, 132.32 FEET; THENCE NORTH 79 DEGREES 59 MINUTES 35 SECONDS WEST 100.03 FEET; THENCE NORTH 11 DEGREES 17 MINUTES 41 SECONDS EAST 134.57 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (TAX I.D. #22-03-378-009):

PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT LOCATED DISTANT SOUTH 78 DEGREES 42 MINUTES 10 SECONDS EAST 49.75 FEET FROM SOUTHWEST CORNER OF "LAKEWOODS SUBDIVISION"; THENCE SOUTH 00 DEGREES 56 MINUTES 15 SECONDS WEST 117.71 FEET; THENCE SOUTH 84 DEGREES 43 MINUTES 13 SECONDS EAST 97.35 FEET; THENCE NORTH 11 DEGREES 17 MINUTES 41 SECONDS EAST 105.59 FEET; THENCE NORTH 78 DEGREES 42 MINUTES 19 SECONDS WEST 117.98 FEET TO THE POINT OF BEGINNING.

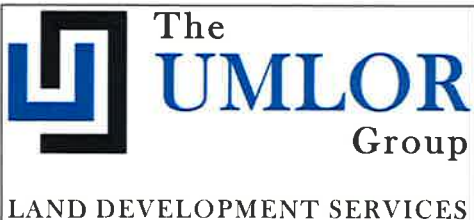
PARCEL 3 (TAX I.D. #22-03-378-008):

PART OF SOUTHWEST 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT POINT LOCATED DISTANT SOUTH 87 DEGREES 55 MINUTES 47 SECONDS WEST 642.40 FEET FROM THE SOUTH 1/4 CORNER, THENCE SOUTH 87 DEGREES 55 MINUTES 47 SECONDS WEST 637.25 FEET, THENCE NORTH 02 DEGREES 42 MINUTES 10 SECONDS WEST 638.32 FEET, THENCE SOUTH 87 DEGREES 17 MINUTES 50 SECONDS WEST, 150.00 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 10 SECONDS WEST, 150.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 50 SECONDS EAST, 150.00 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 10 SECONDS WEST, 50.00 TO THE SOUTHWEST CORNER OF "LAKEWOODS SUBDIVISION"; THENCE SOUTH 78 DEGREES 42 MINUTES 19 SECONDS EAST 49.75 FEET, THENCE SOUTH 00 DEGREE 56 MINUTES 15 SECONDS WEST 117.71 FEET, THENCE SOUTH 84 DEGREES 43 MINUTES 13 SECONDS EAST 97.35 FEET, THENCE NORTH 11 DEGREES 17 MINUTES 41 SECONDS EAST 105.59 FEET, THENCE SOUTH 78 DEGREES 42 MINUTES 19 SECONDS EAST 100 FEET, THENCE SOUTH 11 DEGREES 17 MINUTES 41 SECONDS WEST 134.57 FEET, THENCE SOUTH 79 DEGREES 59 MINUTES 35 SECONDS EAST 100.03 FEET, THENCE SOUTH 11 DEGREES 17 MINUTES 41 SECONDS WEST 90.91 FEET, THENCE SOUTH 34 DEGREES 12 MINUTES 58 SECONDS EAST 230.00 FEET, THENCE NORTH 56 DEGREES 26 MINUTES 09 SECONDS EAST 250.00 FEET, THENCE SOUTH 02 DEGREES 39 MINUTES 04 SECONDS EAST 471.96 FEET TO THE POINT OF BEGINNING.

NOTE: THE LEGAL DESCRIPTIONS AS PROVIDED AND THE LEGAL DESCRIPTION AS SURVEYED DESCRIBE THE SAME PARCEL OF LAND.

COMBINED LEGAL DESCRIPTION AS SURVEYED

PART OF SOUTHWEST 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3; THENCE S87°55'47"W, ALONG THE SOUTH LINE OF SAID SECTION 3, 642.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE OF SECTION 3, S87°55'47"W 637.25 FEET; THENCE N02°42'10"W 636.73 FEET; THENCE S87°17'50"W 150.00 FEET; THENCE N02°42'10"W 150.00 FEET; THENCE N87°17'50"E 150.00 FEET; THENCE N02°42'10"W 49.76 FEET TO THE SOUTHWEST CORNER OF "LAKEWOODS", A PLATTED SUBDIVISION AS RECORDED IN LIBER 49, PAGE 20, OAKLAND COUNTY RECORDS; THENCE S79°05'29"E, ALONG THE SOUTH LINE OF PEMBINE STREET (IN PART), 367.64 FEET; THENCE S11°16'59"W 225.48 FEET; THENCE S34°12'58"E 230.00 FEET; THENCE N56°26'09"E 250.44 FEET TO A POINT ON THE WEST LINE OF "SOUTHPOINTE", OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 687; THENCE S02°36'17"E, ALONG THE WEST LINE OF SAID "SOUTHPOINTE", 470.60 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 9.44 ACRES OF LAND.



OPEN SPACE PRESERVATION EASEMENT	
FOR: SCENIC PINES ESTATES CONDOMINIUM CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
<i>The Umlor Group</i> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: WLOU DATE: 09-15-2022 SHT. NO.: 1 OF 1

**EXHIBIT B**

## EXHIBIT "B"

### OPEN SPACE PRESERVATION EASEMENT

PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3; THENCE S87°55'47"W, ALONG THE SOUTH LINE OF SAID SECTION 3, 642.40 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PROPOSED "SCENIC PINES ESTATES" CONDOMINIUM; THENCE CONTINUING ALONG SAID SOUTH LINE OF SECTION 3, S87°55'47"W 637.25 FEET TO THE SOUTHWEST CORNER OF SAID CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM THE FOLLOWING (4) COURSES; (1) N02°42'10"W 636.73 FEET; (2) S87°17'50"W 150.00 FEET; (3) N02°42'10"W 150.00 FEET; (4) N87°17'50"E 87.62 FEET TO THE POINT OF BEGINNING; THENCE S71°04'03"W 33.70 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 17.00 FEET, AN ARC LENGTH OF 34.32 FEET, A CENTRAL ANGLE OF 115°39'33", AND A CHORD BEARING AND DISTANCE OF S13°14'16"W 28.78 FEET; THENCE S44°35'30"E 23.92 FEET; THENCE S68°13'46"E 15.67 FEET; THENCE S40°55'14"W 24.25 FEET; THENCE S41°58'21"E 13.83 FEET; THENCE N48°48'11"E 30.60 FEET; THENCE S83°02'27"E 10.38 FEET; THENCE S36°40'00"E 73.05 FEET; THENCE S41°42'27"E 24.81 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 10.17 FEET, AN ARC LENGTH OF 8.63 FEET, A CENTRAL ANGLE OF 48°39'39", AND A CHORD BEARING AND DISTANCE OF S66°02'16"E 8.38 FEET; THENCE N89°37'54"E 46.85 FEET; THENCE S02°46'42"E 54.48 FEET; THENCE S77°21'39"E 52.53 FEET; THENCE S03°34'42"E 37.49 FEET; THENCE S68°20'10"W 54.91 FEET; THENCE S14°29'26"E 74.69 FEET; THENCE S22°36'45"E 99.48 FEET; THENCE N67°23'18"E 52.92 FEET; THENCE S51°05'29"E 39.10 FEET; THENCE S07°39'10"E 19.88 FEET; THENCE S34°21'37"E 54.59 FEET; THENCE S87°53'29"W 71.57 FEET; THENCE S03°28'36"W 32.04 FEET; THENCE S01°54'26"E 41.31 FEET; THENCE S58°59'04"W 63.92 FEET; THENCE S02°08'45"E 88.83 FEET; THENCE N87°53'29"E 180.00 FEET; THENCE N02°06'31"W 61.92 FEET; THENCE N87°54'40"E 55.00 FEET; THENCE S02°06'31"E 61.90 FEET; THENCE N87°53'10"E 177.99 FEET; THENCE N02°06'33"W 88.53 FEET; THENCE N64°45'53"W 73.92 FEET; THENCE S87°53'29"W 60.87 FEET; THENCE N66°11'04"W 19.92 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 49.00 FEET, AN ARC LENGTH OF 27.27 FEET, A CENTRAL ANGLE OF 31°53'07", AND A CHORD BEARING AND DISTANCE OF N50°50'33"W 26.92 FEET; THENCE N55°39'09"E 66.41 FEET; THENCE N34°20'51"W 179.58 FEET; THENCE S53°58'39"W 54.02 FEET; THENCE N50°23'47"W 17.41 FEET; THENCE N51°05'29"W 25.40 FEET; THENCE N11°23'23"W 31.06 FEET; THENCE N20°32'20"W 35.06 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 459.47 FEET, AN ARC LENGTH OF 103.97 FEET, A CENTRAL ANGLE OF 12°57'55", AND A CHORD BEARING AND DISTANCE OF N11°51'35"W 103.75 FEET; THENCE N89°47'11"E 52.48 FEET; THENCE N12°15'27"E 31.80 FEET; THENCE N06°11'55"E 94.59 FEET; THENCE N86°52'38"E 31.28 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 19.00 FEET, A CENTRAL ANGLE OF 54°25'52", AND A CHORD BEARING AND DISTANCE OF N59°39'42"E 18.29 FEET; THENCE N26°34'10"E 35.59 FEET; THENCE N83°22'34"E 20.65 FEET TO A POINT ON THE EASTERLY LINE OF SAID CONDOMINIUM; THENCE ALONG THE EAST LINE OF SAID CONDOMINIUM THE FOLLOWING (4) COURSES; (1) S11°16'59"W 210.37 FEET; (2) S34°12'58"E 230.00 FEET; (3) N56°26'09"E 250.44 FEET; (4) S02°36'17"E 470.60 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 5.39 ACRES OF LAND.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S71°04'03"W	33.70'
L3	S44°35'30"E	23.92'
L4	S68°13'46"E	15.67'
L5	S40°55'14"W	24.25'
L6	S41°58'21"E	13.83'
L7	N48°48'11"E	30.60'
L8	S83°02'27"E	10.38'
L9	S36°40'00"E	73.05'
L10	S41°42'27"E	24.81'
L12	N89°37'54"E	46.85'
L13	S02°46'42"E	54.48'
L14	S77°21'39"E	52.53'

LINE TABLE		
LINE #	BEARING	DISTANCE
L15	S03°34'42"E	37.49'
L16	S68°20'10"W	54.91'
L17	S14°29'26"E	74.69'
L18	S22°36'45"E	99.48'
L19	N67°23'18"E	52.92'
L20	S51°05'29"E	39.10'
L21	S07°39'10"E	19.88'
L22	S34°21'37"E	54.59'
L23	S87°53'29"W	71.57'
L24	S03°28'36"W	32.04'
L25	S01°54'26"E	41.31'
L26	S58°59'04"W	63.92'

LINE TABLE		
LINE #	BEARING	DISTANCE
L27	S02°08'45"E	88.83'
L28	N87°53'29"E	180.00'
L29	N02°06'31"W	61.92'
L30	N87°54'40"E	55.00'
L31	S02°06'31"E	61.90'
L32	N87°53'10"E	177.99'
L33	N02°06'33"W	88.53'
L34	N64°45'53"W	73.92'
L35	S87°53'29"W	60.87'
L36	N66°11'04"W	19.92'
L38	N55°39'09"E	66.41'
L39	N34°20'51"W	179.58'

LINE TABLE		
LINE #	BEARING	DISTANCE
L40	S53°58'39"W	54.02'
L41	N50°23'47"W	17.41'
L42	N51°05'29"W	25.40'
L43	N11°23'23"W	31.06'
L44	N20°32'20"W	35.06'
L46	N89°47'11"E	52.48'
L47	N12°15'27"E	31.80'
L48	N06°11'55"E	94.59'
L49	N86°52'38"E	31.28'
L51	N26°34'10"E	35.59'
L52	N83°22'34"E	20.65'

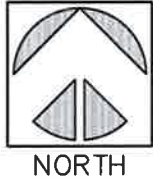
CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	17.00'	34.32'	115°39'33"	S13°14'16"W	28.78'
C2	10.17'	8.63'	48°39'39"	S66°02'16"E	8.38'
C3	49.00'	27.27'	31°53'07"	N50°50'33"W	26.92'
C4	459.47'	103.97'	12°57'55"	N11°51'35"W	103.75'
C5	20.00'	19.00'	54°25'52"	N59°39'42"E	18.29'




**The UMLOR Group**  
 LAND DEVELOPMENT SERVICES

OPEN SPACE PRESERVATION EASEMENT	
FOR: SCENIC PINES ESTATES CONDOMINIUM CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
<i>The Umlor Group</i> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: WLOU DATE: 09-15-2022 SHT. NO.: 1 OF 3

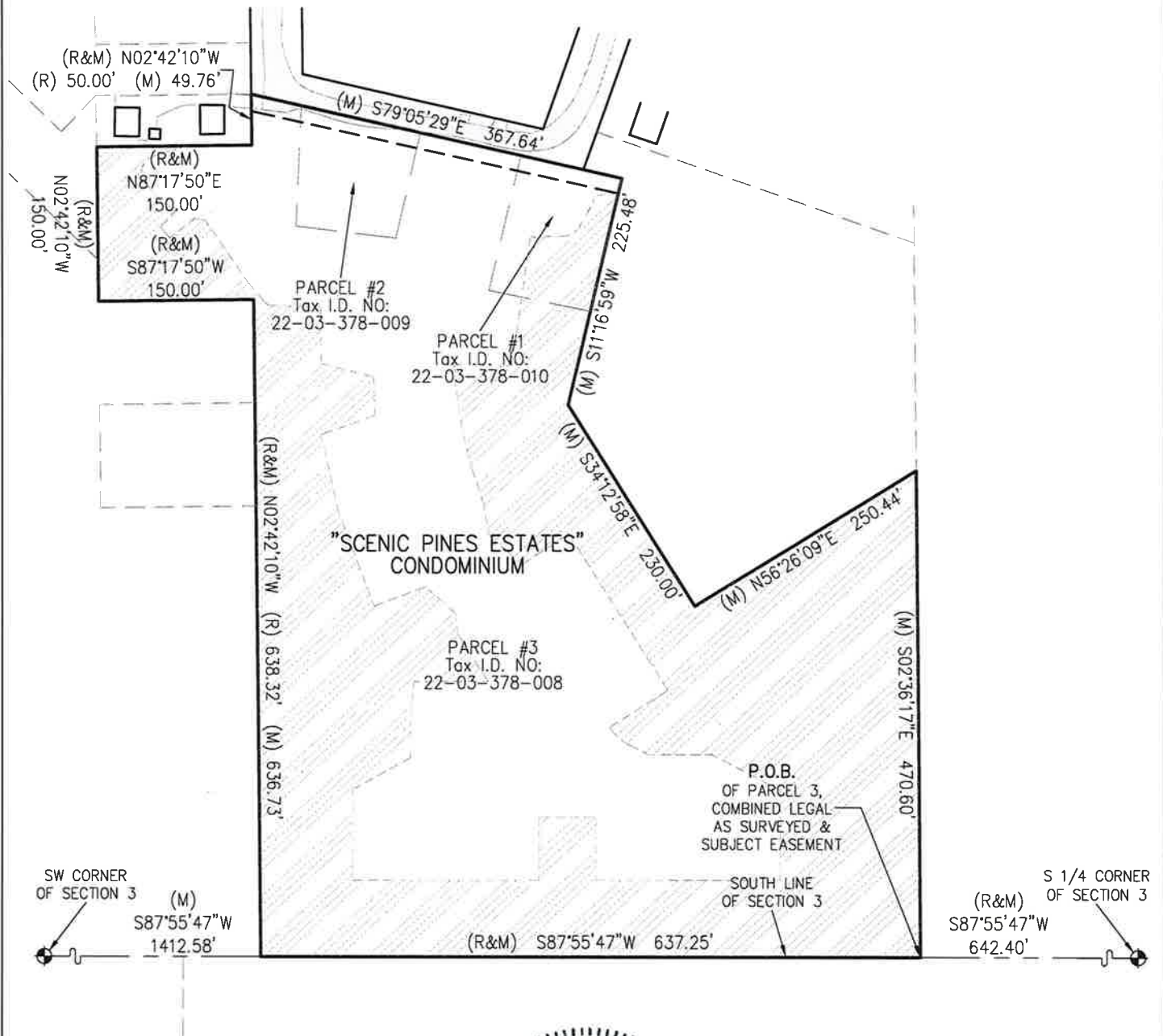
EXHIBIT "B"



0 50 100 150  
 ( IN FEET )  
 1 inch = 150 ft.



OPEN SPACE  
 PRESERVATION  
 EASEMENT  
 SEE SHEET #3  
 FOR DETAILS



**The UMLOR Group**  
 LAND DEVELOPMENT SERVICES



OPEN SPACE PRESERVATION EASEMENT	
FOR: SCENIC PINES ESTATES CONDOMINIUM CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
<i>The Umlor Group</i> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: WLOU DATE: 09-15-2022 SHT. NO.: 2 OF 3



EXHIBIT "B"



0 50 100 150  
 ( IN FEET )  
 1 inch = 150 ft.

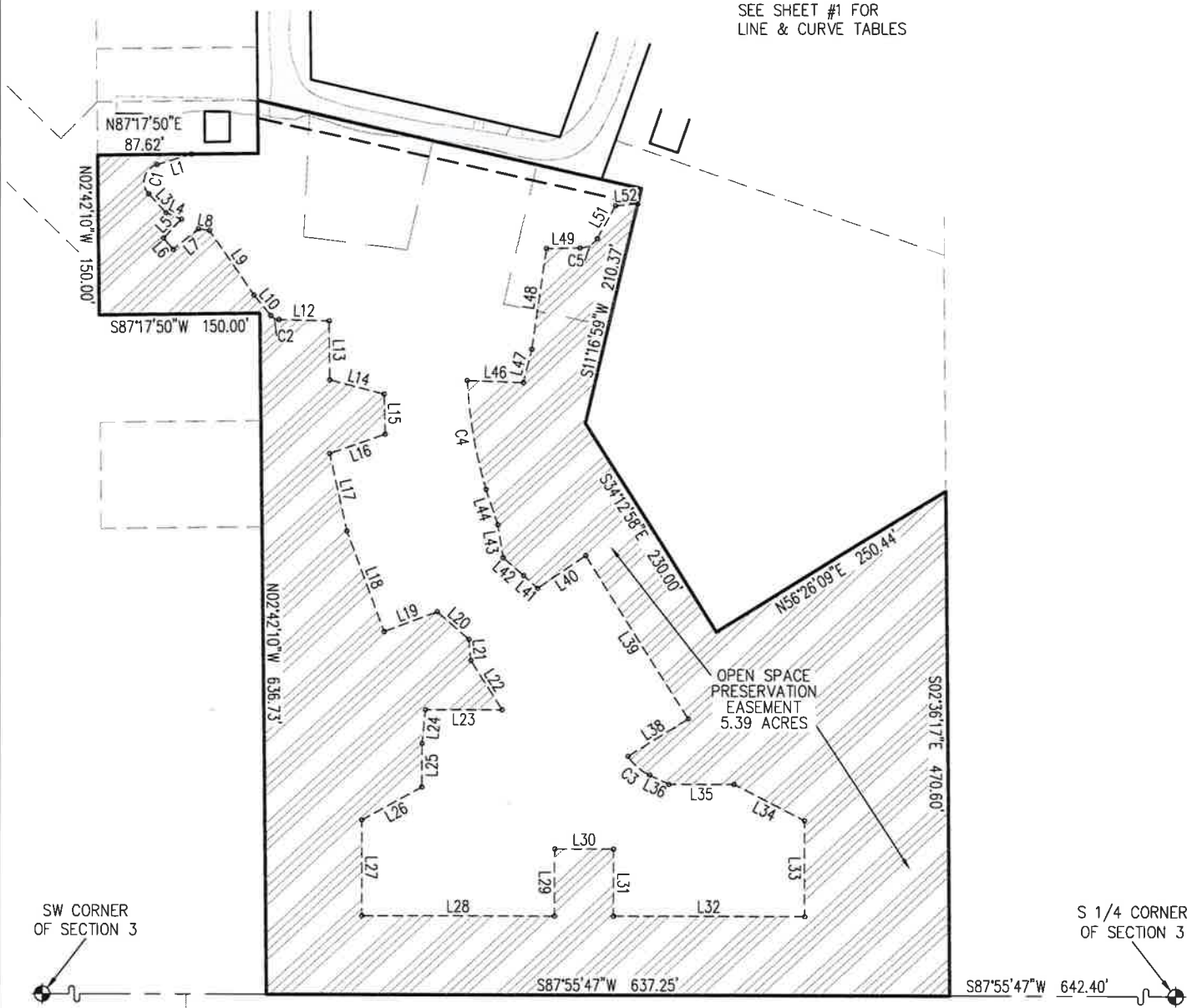


OPEN SPACE  
 PRESERVATION  
 EASEMENT

C1 = CURVE #

L17 = LINE #

SEE SHEET #1 FOR  
 LINE & CURVE TABLES



SW CORNER  
 OF SECTION 3

S 1/4 CORNER  
 OF SECTION 3

**The UMLOR Group**  
 LAND DEVELOPMENT SERVICES



OPEN SPACE PRESERVATION EASEMENT	
FOR: SCENIC PINES ESTATES CONDOMINIUM CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
<i>The Umlor Group</i> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: WLOU DATE: 09-15-2022 SHT. NO.: 3 OF 3

**ATTORNEY'S APPROVAL LETTER**

ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

November 22, 2022

Barb McBeth, City Planner  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**RE: Scenic Pines JSP18-76  
Open Space Preservation Easement**

Dear Ms. McBeth:

We have received and reviewed the final executed Open Space Preservation Easement to protect the remaining wetlands and woodlands, and woodland replacement trees on-site within the Scenic Pines development. The Open Space Preservation Easement is acceptable as provided. The Exhibits have been approved by the City's Consulting Engineer. The Open Space Preservation Easement, may be placed on an upcoming City Council Agenda for acceptance.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a light blue horizontal line.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk  
Charles Boulard, Community Development Director  
Barb McBeth, City Planner  
Lindsay Bell, Planner  
Christian Carroll, Planner  
Ben Peacock, Planner  
Sarah Marchioni, Community Development Building Project Coordinator  
Angie Sosnowski, Community Development Bond Coordinator

Barb McBeth, City Planner

November 22, 2022

Page 2

Ben Croy, City Engineer

Rebecca Runkel, Project Engineer

Humna Anjum, Project Engineer

Adam Chludzinski, Project Engineer

Alyssa Craigie, Administrative Assistant

Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker

David Wong, Singh Development - [David.Wong@singhmail.com](mailto:David.Wong@singhmail.com)

Bill Freeman, Esquire

Thomas R. Schultz, Esquire

**ENGINEERING CONSULTANT'S APPROVAL LETTER**



November 7, 2022

Barb McBeth, Planning Director  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Scenic Pines Estates - Planning Document Review  
Novi # JSP18-0076  
SDA Job No. NV22-215  
**EXHIBITS APPROVED**

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on November 7, 2022 against the current submitted plan set. We offer the following comments:

**Submitted Documents:**

1. Master Deed Exhibit B – (exhibit dated 09/15/2022)  
Exhibits Approved.
2. Open Space Preservation Easement (Woodlands & Wetlands) – (executed 11/04/2022: exhibit dated 09/15/2022)  
Exhibits Approved

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for execution and City Council acceptance.

Sincerely,

**SPALDING DEDECKER**



Mike Freckelton, PE  
Project Engineer

Cc (via Email): Lindsay Bell, City of Novi  
Madeleine Daniels, City of Novi  
Sarah Marchioni, City of Novi  
Taylor Reynolds, Spalding DeDecker  
Ted Meadows, Spalding DeDecker  
Humna Anjum, City of Novi  
Christian Carroll, City of Novi



Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler  
Ben Peacock, City of Novi